

Exhibit C

TerriAnne Benedetto

From: Stephen McMullin <stephen@mcmullinlawfirm.com>
Sent: Monday, August 14, 2017 11:13 AM
To: TerriAnne Benedetto
Cc: Chris Seeger; bkarp@paulweiss.com
Subject: Re: NFL Concussion Litigation - McMullin
Attachments: NFL Claims Interrogatory.docx

Ms. Benedetto-

Please find attached my answers to your interrogatories. Please reach out with any follow up questions you may have.

Best,
-Stephen

Stephen J. McMullin Esq.

McMullin & Associates
11 Broadway, Suite 615
New York, NY 10004
Office: [\(212\) 882-1606](tel:2128821606)
Fax: [\(866\) 750-7586](tel:8667507586)
Email: stephen@mcmullinlawfirm.com
www.mcmullinlawfirm.com

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On Fri, Jul 28, 2017 at 1:43 PM, TerriAnne Benedetto <TBenedetto@seegerweiss.com> wrote:

Dear Mr. McMullin,

Please see attached letter from Christopher Seeger, along with other attachments.

Thank you,

TerriAnne Benedetto

Partner

Seeger Weiss LLP

1515 Market Street

Suite 1380

Philadelphia, PA 19102

(t) [215-564-2300](tel:215-564-2300)

(d) [215-553-7981](tel:215-553-7981)

(f) [215-851-8029](tel:215-851-8029)

Interrogatory No 1.

Identify every Retired NFL Football Player with whom You have entered into any agreement related in any way to the Settlement and state the nature of each agreement into which You entered with each Retired NFL Football Player. Include the date that each agreement was signed by the Retired NFL Football Player or on his behalf, the fee arrangement (*i.e.*, the contingent fee percentage or other monies You are to be paid) and, if applicable, the date on which the Retired NFL Football Player discharged You. Additionally, to the extent that any Retired NFL Football Player entering into an agreement with You, also entered into an agreement(s) with a third party in connection with the Settlement, whether You were directly involved in that agreement or not, identify that third party (including, but not limited to, Case Strategies Group (formerly known as NFL Case Consulting, LLC) (“CSG”), other claims services providers, lenders or others), the nature of that agreement, the fee arrangement thereunder and the date on which that agreement was signed by the Retired NFL Football Player or on his behalf. In lieu of responding to this Interrogatory, You may produce to the undersigned copies of all agreements concerning which information is requested.

Answer: *My firm has not entered into any agreement with any NFL Football Player related to the Settlement. Indeed, my firm has not spoken with any NFL Football Player regarding the Settlement. As such, Interrogatory No 1 is not applicable to my firm.*

Interrogatory No 2.

Identify every Retired NFL Football Player referred for, sent to, or scheduled for any type of Medical Services, by You, anyone working on Your behalf, or working in conjunction with You in any way, and the date(s) the Medical Services were rendered and the name and location of the medical provider who rendered these Medical Services.

Answer: *Not Applicable (See Interrogatory No 1)*

Interrogatory No 3.

Identify every Retired NFL Football Player for whom You, or anyone working on Your behalf, or working in conjunction with You in any way, have been involved in the payment, directly or through others, for a Retired NFL Football Player’s travel and related expenses (whether on a non-recourse or recourse basis) in connection with obtaining any Medical Services to assist the Retired NFL Football Player in any way in participating in the Settlement.

Answer: *Not Applicable (See Interrogatory No 1)*

Interrogatory No 4.

Identify every individual and entity with whom You, anyone working on Your behalf, or working in conjunction with You in any way, have worked or Communicated in connection with any Retired NFL Football Player’s obtaining any Medical Services to assist the Retired NFL Football Player in any way in participating in the Settlement, including, but not limited to, medical providers, claims services providers, lenders or others. For each such individual and/or

entity, explain the details of the relationship and identify each Retired NFL Football Player involved.

Answer: *None*

Interrogatory No 5.

Identify every individual and entity, including but not limited to CSG, with whom You, anyone working on Your behalf, or working in conjunction with You in any way, have any financial relationship or understanding, whether recourse or non-recourse, whether in writing or verbal, related to any Retired NFL Football Player's participation in the Settlement. For each such individual and entity, explain the details of the relationship and identify each Retired NFL Football Player involved. Identify any document related to the relationship.

Answer: *Not Applicable as my firm has no financial relationship or understanding with any party related to the Settlement.*

Interrogatory No. 6.

Identify every individual and entity from whom You have obtained the contact information for any Retired NFL Football Player, including their home or cellular telephone numbers, home or business addresses, and email addresses.

Answer: *My firm never received any contact information for any Retired NFL Football Player. More specifically, my firm never received any lead of any kind from CSG.*

Interrogatory No. 7.

Identify every individual and entity to whom You have provided any contact information for any Retired NFL Football Player.

Answer: *Not Applicable (See Interrogatory No 6)*

Interrogatory No. 8.

Identify every person or entity with whom You have entered into any agreement, whether written or verbal, related to the Settlement, including but not limited to the referral of Retired NFL Football Players for legal representation, Settlement benefits claims services, Medical Services, or any other services or provisions of monies, related to the Settlement, or the suggestion to Retired NFL Football Players that they contact individuals or entities in connection with the provision of any representation, services or monies related to the Settlement, and state the nature of each agreement.

Answer: *Not Applicable (See Interrogatory No 1 & No 6)*

Interrogatory No. 9.

Identify every individual and entity with whom You, anyone working on Your behalf, or working in conjunction with You in any way, Communicated related to the Solicitation of Retired NFL Football Players.

Answer: *During an in-person meeting with Craig Sienema of CSG on 4/21/17, we spoke (among other things) of his recent efforts to provide financing to select Retired NFL Football Players. This was a high-level discussion during which I learned about CSG's marketing efforts. Several weeks thereafter, I joined Mr. Sienema at his office to discuss other mass tort litigations I have been tracking. Here again, we discussed their business model as it relates to NFL Concussion claims. Among other topics, the CSG marketing efforts was discussed.*